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## Subordination Agreement

When recorded mail to:

MSN SV-79 / Document Control Dept.  
P.O. Box 10266  
Van Nuys, California 91410-0266

Loan #: 9381005  
Escrow/ Closing# 98-112001f

Inst # 2000-20618

06/20/2000-20618  
01:36 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 11.00

THIS SUBORDINATION AGREEMENT is made this 24th \_\_\_\_\_ Day of November, 1998

By and between Colonial Bank

A corporation, with place of business at P.O. Box 1887, Birmingham, AL 35201-1887

("Subordinating Lender") and America's Wholesale Lender

A corporation, with a place of business at 400 Countrywide Way, Simi Valley, CA 93065-6298  
("Lender").

WHEREAS,

Dewey C Green of 104 Talmadge Drive, Pelham, AL 35124

("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of \_\_\_\_\_  
Five Hundred Thousand and no/ 100 dollars

dated, August 26, 1997, and recorded August 29, 1997  
in Mortgage Book Volume 1997 page 27748 in the records of Shelby

County which mortgage is a lien on the following described property:  
Lot 13, According to the survey of Oldham Station, as recorded in map Book 14, page 64, in  
the probate office of Shelby County, Alabama

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of \_\_\_\_\_  
Three Hundred Fifty-Seven Thousand and no/100 dollars  
which mortgage is intended to be recorded herewith in the records of Shelby County;  
executed by Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed  
by Borrower to Lender to which Subordination Lender has agreed on the conditions provided herein.

NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

1. That the lien of mortgage executed by the Borrower to Subordinating Lender is and shall be

subordinated to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.

2. That the mortgage executed by the Borrower to Subordination Lender is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of the Subordination Agreement, a validly perfect first lien security interest in the above-described property.

3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

COCONIAC BANK  
By: [Signature]  
Title: Senior Vice President

AMERICA'S WHOLESALE LENDER  
By: [Signature]  
Title: Branch Manager

State of Alabama - Jefferson County

I certify this instrument filed on:

2000 FEB 24 A.M. 09:10

Recorded and \$

Mtg. Tax

and \$

7.00

Deed Tax and Rec Amt

\$

Total \$

7.00

GEORGE R. REYNOLDS, Judge of Probate



200002/8594

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